

1 Michael J. Chappell (Bar No. 41397)
2 Gonzaga Environmental Law Clinic
3 University Legal Assistance
4 P.O. Box 3528
5 721 N. Cincinnati Street
6 Spokane, WA 99220-3528
Phone: (509) 313-5791
Fax: (509) 313-5805
Email: mchappell@lawschool.gonzaga.edu

8 Attorney for Plaintiff,
9 SPOKANE RIVERKEEPER

10

11 **UNITED STATES DISTRICT COURT FOR THE**
12 **EASTERN DISTRICT OF WASHINGTON**

13

14 SPOKANE RIVERKEEPER,
15 program of the CENTER FOR
16 JUSTICE, a non-profit corporation,

Case No. CV-11-0217-LRS

17 Plaintiff,

18 **[Proposed] CONSENT DECREE**

19 CITY OF SPOKANE, a municipal
20 corporation,

21 Defendant.

22

23 Plaintiff Spokane Riverkeeper, a program of the Center for Justice
24 (“Riverkeeper”) and Defendant the City of Spokane (the “City”), subject to
25 approval by the Court, hereby agree to the terms and conditions of this Consent
26 Decree. Riverkeeper and the City are referred to collectively as the “Parties,” or
27 individually as a “Party,” to this Consent Decree.

28 [Proposed] CONSENT DECREE
Case No.

RECITALS

WHEREAS, Riverkeeper is a program of the Center for Justice (“CFJ”), a Washington nonprofit organization formed and operated for the purpose of providing legal services to individual, and public interest organizations in the Inland Northwest. Riverkeeper conducts surveillance of the Spokane River and reaches out to river users who share its commitment to a river that is swimmable, fishable, and properly regulated;

WHEREAS, the City is a co-permittee under the Eastern Washington Phase II Municipal Storm Water Permit (“Phase II Permit”) that covers the entire incorporated area of the City, and operates the Riverside Park Water Reclamation Facility (“RPWRF”) and Combined Sewer Overflow (“CSO”) System servicing the City and certain surrounding areas of Spokane County, covered by National Pollutant Discharge Elimination System (“NPDES”) permit No. WA-002447-3;

WHEREAS, the City has engaged in, and plans to continue to engage in, operation of its Municipal Separate Storm Sewer System (“MS4”), RPWRF, and CSO Systems that service the City and certain surrounding areas of Spokane County;

WHEREAS, on December 1, 2009, pursuant to the requirements of the Federal Water Pollution Control Act (“Clean Water Act” or “CWA”), 33 U.S.C. § 1342, Riverkeeper sent the City a 60-day notice of intent letter;

WHEREAS, the letter alleged violations of the Phase II Permit, NPDES permit No. WA-002447-3, and the Clean Water Act (“Riverkeeper 60-Day Notice”). The Riverkeeper 60-Day Notice alleged that the City has violated and continues to violate the Clean Water Act along with the terms and conditions of the Phase II Permit and NPDES permit No. WA-002447-3;

WHEREAS, on December 2, 2009, the City acknowledged receipt of the Riverkeeper 60-Day Notice and, with no admission of liability, expressed its intent

1 to work with Riverkeeper in ensuring that the MS4, CSO System, and RPWRF
 2 meet the requirements of the Clean Water Act;

3 WHEREAS, Riverkeeper and the City have been engaged in settlement talks,
 4 initiated in December 2009, in order to avoid the time, expense and uncertainty of
 5 protracted litigation, and with no admission of liability or the validity of any claim,
 6 allegation or defense, and subject to approval by the Court, have agreed to the
 7 following terms and conditions set forth in this Consent Decree.

8 NOW THEREFORE IT IS HEREBY STIPULATED AND AGREED
 9 BETWEEN THE PARTIES, AND ORDERED AND DECREED BY THE
 10 COURT, AS FOLLOWS:

11 **I. GENERAL OBJECTIVES**

- 12 1. The objectives of this Consent Decree are:
 13 a. To ensure that the City complies with the Clean Water Act;
 14 b. To ensure that the City continues to use, implement, and
 15 improve ways, means, and methods to prevent PCB discharges from the MS4 and
 16 CSO System to the Spokane River; and
 17 c. To improve the water quality of the Spokane River consistent
 18 with the goals and objectives of the Clean Water Act.

19 **II. DEFINITIONS**

20 Unless otherwise expressly defined herein, terms used in this Consent Decree,
 21 which are defined in the CWA or in regulations, or rules promulgated under the
 22 CWA, have the meaning assigned to them in the applicable statutes, regulations, or
 23 rules.

24 **III. JURISDICTION AND VENUE**

25 For the purposes of entry and enforcement of this Consent Decree, the Parties
 26 stipulate that the United States District Court for the Eastern District of Washington
 27 has jurisdiction over the Parties and subject matter of this action. The Parties

1 further stipulate that venue is appropriate in the United States District Court for the
 2 Eastern District of Washington. Solely for the purposes of entry and enforcement
 3 of this Consent Decree, the City agrees that it will not challenge Riverkeeper's
 4 standing to bring this action and/or to enforce the terms of this Consent Decree.

5 **IV. EFFECT OF CONSENT DECREE**

6 Riverkeeper does not, by its consent to this Consent Decree, warrant or aver
 7 in any manner that the City's compliance with this Consent Decree will constitute or
 8 result in compliance with any Federal or State law or regulation. Nothing in this
 9 Consent Decree shall be construed to affect or limit in any way the obligation of the
 10 City to comply with all Federal, State and local laws, and regulations governing any
 11 activity required by this Consent Decree.

12 Neither this Consent Decree, nor any payment pursuant to the Consent
 13 Decree, shall constitute evidence or be construed as a finding, adjudication, or
 14 acknowledgement of any fact, law, or liability, nor shall it be construed as an
 15 admission of violation of any law, rule, regulation, permit, or administrative order
 16 by the City. However, this Consent Decree and/or any payment pursuant to the
 17 Consent Decree may constitute evidence in actions seeking to enforce compliance
 18 with this Consent Decree. The City maintains and reserves all defenses it may have
 19 to any alleged violations that may be raised in the future.

20 **V. APPLICABILITY**

21 This Consent Decree addresses and fully resolves all violations alleged by
 22 Riverkeeper from March 15, 2004, up to and through the Termination Date of the
 23 Consent Decree.

24 The Parties certify that their undersigned representatives are fully authorized
 25 to enter into this Consent Decree, to execute it on behalf of the Parties, and to
 26 legally bind the Parties to its terms.

1 The Parties agree to be bound by this Consent Decree and not to contest its
 2 validity in any subsequent proceeding to implement and enforce its terms. Except
 3 as provided in this Consent Decree, no change in ownership or corporate or other
 4 legal status of the City or any transfer of the City's assets or liabilities shall in any
 5 way alter the responsibilities of the City or any of its successors under this Consent
 6 Decree.

7 **VI. EFFECTIVE DATE, TERMINATION & MODIFICATION**

8 The term "Effective Date," as used in this Consent Decree, shall mean the
 9 date the Court orders entry of the consent decree.

10 This Consent Decree shall terminate as to the City four (4) years from the
 11 Effective Date ("Termination Date") so long as all payments, fees, and costs due
 12 under or pursuant to this Consent Decree, including, but not limited to, provisions
 13 governing Supplemental Environmental Projects, Attorney's Fees and Costs, and
 14 Dispute Resolution, have been paid in full on or before the Termination Date.

15 In the event the City ceases to operate and maintain Spokane's MS4 and/or
 16 CSO System(s), or other factual circumstances or assumptions underlying this
 17 Consent Decree change materially, the City shall send a letter to Riverkeeper stating
 18 facts justifying full or partial termination or modification of the Consent Decree and
 19 requesting a stipulation to dismiss or modify. Riverkeeper shall respond to the
 20 City's request within ten (10) days, and shall not unreasonably withhold approval of
 21 a stipulation. In the event of a full or partial dismissal, the stipulation shall be
 22 substantially in the following form: "Riverkeeper and the City hereby stipulate and
 23 agree that the City is hereby released from all (or part of the) obligations under the
 24 Consent Decree and that Riverkeeper shall not seek to enforce any term of this
 25 Consent Decree against the City whether or not the District Court approves this
 26 stipulation." A stipulation for a modification shall be drafted based on the
 27 circumstances requiring the modification. If Riverkeeper does not agree to stipulate

1 to the City's request, Riverkeeper or the City may invoke the Formal Dispute
 2 Resolution process pursuant to Section X of this Consent Decree.

3 **VII. COMMITMENTS OF DEFENDANTS**

4 Unless otherwise indicated, and subject to any required regulatory approvals
 5 or modifications that may be required to reflect any applicable changes in legal or
 6 regulatory requirements during the operative periods of these provisions, the City
 7 agrees to develop, implement, and comply with the Adaptive Management Plan
 8 (attached hereto as Exhibit A) beginning on the Effective Date of this Consent
 9 Decree, as provided in Section VI, and completing phase I of the Adaptive
 10 Management Plan no later than two (2) years after the Effective Date.

11 During implementation of the Adaptive Management Plan, the Parties shall
 12 meet quarterly to allow the City to update Riverkeeper regarding the progress and
 13 effectiveness of the Adaptive Management Plan. If, as a consequence of
 14 information discovered during implementation of the Adaptive Management Plan,
 15 the City modifies the plan in any material way, the City will send those
 16 modifications to Riverkeeper for comment. Riverkeeper will have thirty (30) days
 17 to provide written comments. The City will have thirty (30) days to implement
 18 Riverkeeper's recommendations, or will provide a written response as to why the
 19 City will not implement the recommendations. Both parties reserve the right to
 20 invoke the Dispute Resolution set forth in Section X if they do not agree with the
 21 Adaptive Management Plan modifications.

22 If at any point during the two (2) years set forth above, the MS4 Permit is
 23 modified in a manner that will require material modification of the Adaptive
 24 Management Plan, the City will send those modifications to Riverkeeper for
 25 comment. Riverkeeper will have thirty (30) days to provide written comments.
 26 The City will have thirty (30) days to implement Riverkeeper's recommendations,
 27 or will provide a written response why the City will not implement the

recommendation. Both parties reserve the right to invoke the Dispute Resolution set forth in Section X if they do not agree with the Adaptive Management Plan modifications.

VIII. COMMITMENT OF PLAINTIFFS

1. Subject to approval by the Court, pursuant to this Consent Decree:

A. Riverkeeper's Complaint, and all claims therein, shall be dismissed with prejudice upon the Effective Date, pursuant to Federal Rule of Civil Procedure 41(a)(2), and judgment shall be entered accordingly; and

B. The Court shall retain jurisdiction over the Parties for the Term of this Consent Decree with respect to: (i) disputes arising under this Consent Decree for which any of the Parties invoke Dispute Resolution; (ii) enforcement of this Consent Decree; and, (iii) modification or termination of this Consent Decree in whole or in part.

IX. SUPPLEMENTAL ENVIRONMENTAL PROJECTS

The City shall implement and complete the following Supplemental Environmental Projects ("SEP"):

A. Supplemental Environment Project I:

1. Within one hundred eighty (180) days from the Effective Date, the City shall initiate a public education campaign on Low Impact Development ("LID") to include designing informational literature and public education through City permitting counters, utility billing mailing inserts, the City's website, and/or local public information forum booths/tables. All applicants for a permit for new development or for a substantial exterior modification to existing development shall receive a copy of the LID information or specific reference to LID information on the City's website. The City shall provide drafts of such educational materials for Riverkeeper's review and comment on or before the sixtieth day. Riverkeeper shall have thirty (30) days to submit comments on the LID materials to the City. The

1 City shall have thirty (30) days to implement Riverkeeper's recommendations, or
 2 provide a written response as to why the City will not implement the
 3 recommendations. Both parties reserve the right to invoke the Dispute Resolution
 4 set forth in Section X if they do not agree with materials or the comments provided
 5 by the other party.

6 2. Within ninety (90) days of the Effective Date, the City shall hold an
 7 internal, interdepartmental meeting to first identify methods for developing and
 8 implementing a Low Impact Development regulatory structure for the City of
 9 Spokane. The meeting shall include representatives of the City's Planning,
 10 Engineering, Legal, and Utilities departments. The product of the meeting shall be
 11 a plan for developing a regulatory and/or incentive-based program for requiring
 12 LID at all new development within the City of Spokane.

13 3. Within one (2) years of the Effective Date, the City staff shall develop
 14 a draft ordinance with monetary or other incentives for encouraging LID and shall
 15 present the draft ordinance to the City Council for consideration. This program
 16 could include permit fee rebates for developments implementing LID measures.
 17 Within one (1) year of the Effective Date the City shall provide Riverkeeper with a
 18 written summary of progress made toward developing a draft LID ordinance.

19 The City shall forward any draft documents generated pursuant to items 2 and
 20 3 to Riverkeeper for review and comment. Riverkeeper shall have thirty (30) days
 21 to submit comments back to the City. The City will have thirty (30) days to
 22 implement Riverkeeper's recommendations, or will provide a written response as to
 23 why the City will not implement the recommendations. Both parties reserve the
 24 right to invoke the Dispute Resolution set forth in Section X if they do not agree
 25 with the above documents.

26 **B. Supplemental Environmental Project II:**

27 1. The City shall pay to the Rose Foundation for Communities and the
 28 Environment ("the Rose Foundation") the total sum of \$125,000 to fund

1 supplemental environmental project activities that will improve water quality within
 2 the Spokane River watershed. Within thirty (30) days of the Effective Date of this
 3 Consent Decree, payment shall be made via certified check payable to "The Rose
 4 Foundation for Communities and the Environment," and sent via certified mail,
 5 return receipt requested, to:

6 The Rose Foundation for Communities and the Environment

7 6008 College Avenue, Suite 10

8 Oakland, California 94618

9 Attention: Tim Little

10
 11
 12 2. Riverkeeper shall ensure that the City receives an annual accounting
 13 from the Rose Foundation/Sangham Foundation specifying how the Rose
 14 Foundation dispersed any of the SEP Payment. Such accounting shall indicate the
 15 recipient organization(s) of the SEP Payment and describe the projects funded.

16 3. Under no circumstances shall Riverkeeper receive any of the SEP
 17 Payment to use for any purpose.

18 **C. Supplemental Environmental Project III:**

19 1. The City agrees to allocate \$125,000 in funds to implement a storm
 20 drain marking program¹ in the areas that have the highest incidence of PCB
 21 discharges into the MS4. Riverkeeper seeks to provide the areas that have the
 22 highest amount of contamination with the educational tools that may prevent further
 23 polluted discharges into the MS4.

24 2. Within two (2) years of the Effective Date of this Consent Decree, the
 25 City agrees to spend the \$125,000 on marking storm drains in the Union Basin and

26
 27 ¹ The storm drain marking program serves to identify storm drains that lead directly to the
 28 Spokane River, the aquifer, or the CSO System and raises awareness about the link between the
 storm drain system and water quality.

1 the High Industrial Zone CSO34 basin. Based on information provided in the
 2 Adaptive Management Plan, pg. 7, the Union Basin and the High Industrial Zone
 3 CSO34 basins have approximately 420 storm drains.

4 3. The City shall allocate the \$125,000 to mark only the drains in those
 5 areas. The City shall provide semi-annual reports to Riverkeeper, indicating exactly
 6 what drains were marked, and the remaining amount in the SEP funds.

7 **D. Supplemental Environmental Project IV:**

8 The City must provide the GIS layers for its MS4 system in “read only”
 9 format to Riverkeeper within thirty (30) days of the Effective Date of this Consent
 10 Decree, as provided in Section VI.

11 **E. Supplemental Environmental Project V:**

12 1. The City will provide a grant in the amount of \$10,000 to the Spokane
 13 River Forum, a Washington non-profit corporation, to fund the costs of producing a
 14 stormwater educational guide. The purpose of the guide is to educate industry and
 15 the public about the effect of pollutants in stormwater on the Spokane River and
 16 regulatory requirements for stormwater management.

17 2. The Spokane River Forum has agreed to create and print a Stormwater
 18 Public Guide. In order to proactively prevent the discharge of polluted storm water
 19 into the storm water system, the Stormwater Public Guide will focus on the
 20 following issues: 1) how the stormwater system works; 2) the importance of not
 21 placing pollutants into these systems; 3) how stormwater from industrial facilities
 22 and residential activities may contain pollutants that enter the storm drain system
 23 and reach the Spokane River; 4) regulatory requirements for stormwater (both city
 24 and State); 5) citizen actions to proactively assist the prevention of discharges of
 25 pollutants to storm drains; and 6) small business actions, including applying for a
 26 General Industrial Stormwater Permit. The Spokane River Forum will be
 27 responsible for creating and producing the editorial and graphics of the Stormwater

1 Public Guide in consultation with both the City and Riverkeeper.

2 3. The Spokane River Forum will provide drafts of the content of the
 3 proposed Stormwater Public Guide to the City and Riverkeeper. Within thirty (30)
 4 days of receipt of the proposed Stormwater Public Guide, the Riverkeeper and the
 5 City shall either agree to the Stormwater Public Guide in writing, or provided
 6 written comments suggesting recommended changes. In the event of a dispute
 7 amongst the Parties and the Spokane River Forum regarding the content of the
 8 Stormwater Public Guide, the Parties reserve the right to invoke the Dispute
 9 Resolution set forth in Section X. The City reserves the right to withdraw its name
 10 and/or logo from the Stormwater Public Guide if it cannot ultimately agree to the
 11 content.

12 The City shall provide the grant by check, within thirty (30) days of the
 13 Effective Date, payable and delivered to:

14 Spokane River Forum
 15 2206 S. Sherman
 16 Spokane, Washington 99203

17 **X. DISPUTE RESOLUTION AND ENFORCEMENT**

18 If a dispute under this Consent Decree arises, or if any Party believes that a
 19 breach of this Consent Decree has occurred, the Parties shall meet and confer
 20 within fourteen (14) days of receiving written notification from any other Party of a
 21 request for a meeting. This notification shall explicitly state the nature, underlying
 22 facts and legal grounds for the dispute or alleged breach. At this meeting, the
 23 Parties shall discuss the dispute or alleged breach and seek to develop a mutually
 24 agreed upon plan, including implementation dates, to resolve the dispute or alleged
 25 breach.

26 If the Parties fail to meet and confer or if the meeting does not resolve the
 27 issue, and after at least seven (7) days have elapsed since the meet and confer

1 occurred or should have occurred, each Party shall be entitled to all rights and
 2 remedies under the law, including bringing a motion before the United States
 3 District Court for the Eastern District of Washington, which shall retain jurisdiction
 4 over the action for the Term of this Consent Decree, for the limited purposes of
 5 resolving disputes arising under this Consent Decree, enforcement of this Consent
 6 Decree, and modification or termination of this Consent Decree in whole or in part.

7 **XI. REIMBURSEMENT OF FEES AND COSTS.**

8 1. The City shall reimburse Riverkeeper in the amount of \$38,574.13 for
 9 attorney's fees and costs, consultant and expert fees and costs, and all other fees
 10 and costs incurred by Riverkeeper in connection with the litigation resolved by this
 11 Consent Decree.

12 2. The City shall provide such reimbursement by check, payable and
 13 delivered as follows, within thirty (30) days of the Effective Date payable to
 14 "Center for Justice," to be used exclusively for reimbursement of Riverkeeper's
 15 attorneys, expert/consultant fees and litigation costs in this action, and delivered to:

16 Center for Justice
 17 35 W. Main, Suite 300
 18 Spokane, Washington 99201

20 **XII. WAIVER AND RELEASES**

21 1. CFJ Waiver and Release: Riverkeeper and CFJ, on their own behalf
 22 and on behalf of their respective officers, directors, employees, members, parents,
 23 subsidiaries, affiliates and each of their successors, assigns, insurers, agents,
 24 attorneys, consultants and other representatives:

25 A. Releases the City and its respective officers, directors,
 26 employees, members, parents, subsidiaries, affiliates, contractors and
 27 subcontractors, and each of their predecessors, successors, insurers, agents,
 28 attorneys, consultants and other representatives (collectively the "Released Parties,"

1 or each individually a “Released Party”) from, and waives, all claims alleged in this
 2 action, including without limitation all claims for injunctive relief, damages,
 3 penalties, fines, sanctions, mitigation, fees (including fees of attorneys, experts, and
 4 others), costs, expenses or any other sum incurred or for matters relating to the
 5 claims and allegations that were asserted by Riverkeeper in its Complaint, and 60-
 6 Day Notice, relating to alleged violations of the Clean Water Act, Phase II Permit,
 7 and NPDES permit No. WA-002447-3, occurring or arising up to and including the
 8 Effective Date (the “Riverkeeper Released Claims”);

9 B. Covenants not to sue Released Parties, and each Released Party,
 10 with respect to the Riverkeeper Released Claims, and to other claims, if any,
 11 relating to any discharge of storm water or wastewater at or from the City’s MS4
 12 system or RPWRF in alleged violation of the Clean Water Act, Phase II Permit,
 13 NPDES permit No. WA-002447-3 that may occur or arise up to and including the
 14 Effective Date;

15 C. However, this release does not operate to preclude the City’s
 16 liability as to any claims which were unknown by Riverkeeper at the time of
 17 executing this Consent Decree and the City expressly reserves all defenses with
 18 respect to such claims;

19 2. The City’s Waiver and Release of Riverkeeper: The City, on its own
 20 behalf and on behalf of those Released Parties under its control, releases
 21 Riverkeeper and its respective officers, directors, employees, members, parents,
 22 subsidiaries, and affiliates, and each of its successors, insurers, agents, attorneys,
 23 consultants and other representatives from, and waives all claims which arise from
 24 or pertain to, the Riverkeeper Released Claims, occurring or arising up to and
 25 including the Effective Date.

26 3. No Admission: The Parties enter into this Consent Decree for the
 27 purpose of avoiding the time, expense, and uncertainty of further litigation.

1 Nothing in this Consent Decree shall be construed as, and the Released Parties
 2 expressly do not intend to imply, any admission as to any alleged fact, finding,
 3 issue of law, or violation of law, nor shall compliance with this Consent Decree
 4 constitute or be construed as an admission by the Released Parties of any alleged
 5 fact, finding, conclusion, issue of law, or violation of law. However, this paragraph
 6 shall not diminish or otherwise affect the obligation, responsibilities, and duties of
 7 the Parties under this Consent Decree.

8

9 **XIII. MISCELLANEOUS PROVISIONS**

10 1. Court Approval: This Consent Decree is subject to notice, review and
 11 comment by the United States Department of Justice and the Environmental
 12 Protection Agency, and approval by the Court, as provided by the Clean Water Act.

13 2. Execution in Counterparts: The Consent Decree may be executed in
 14 one or more counterparts which, taken together, shall be deemed to constitute one
 15 and the same document.

16 3. Severability: In the event that any of the provisions of this Consent
 17 Decree are held by a court to be unenforceable, the validity of the enforceable
 18 provisions shall not be adversely affected.

19 4. Construction: The language in all parts of this Consent Decree, unless
 20 otherwise stated, shall be construed according to its plain and ordinary meaning.

21 5. Authority to Sign: The undersigned are authorized to execute this
 22 Consent Decree on behalf of their respective Parties and have read, understood and
 23 agreed to all of the terms and conditions of this Consent Decree.

24 6. Integrated Consent Decree: All agreements, covenants,
 25 representations and warranties, express or implied, oral or written, of the Parties
 26 concerning the subject matter of this Consent Decree are contained herein.

27 7. Delivery of Notice or Documents: Any notices or other documents
 28 required or provided for by this Consent Decree or related thereto that are to be

1 provided to any of the Parties pursuant to this Consent Decree shall be sent by
2 facsimile, e-mail transmission, or first-class mail to each of the following
3 representatives of the Parties. Notice shall be deemed to be given and received on
4 the date received by facsimile or e-mail transmission, if such notice is given by
5 facsimile or e-mail transmission to all recipients between 9:00 a.m. and 5:00 p.m.
6 Pacific Standard Time ("PST") on a business weekday. If notice is given by
7 facsimile or e-mail transmission after 5:00 p.m. PST on a weekday or on a weekend
8 day, notice shall be deemed received on the next business weekday.

9
10 Notices or documents for Riverkeeper shall be sent to:

11 Michael Chappell
12 University Legal Assistance
13 P.O. Box 3528
14 721 N Cincinnati St
15 Spokane, WA 99220
16 Telephone: (509) 313-5791
Facsimile: (509) 313-505
Email: mchappell@lawschool.gonzaga.edu

17 Rick Eichstaedt
18 Spokane Riverkeeper
19 35 W. Main St. Suite 300
20 Spokane, WA 99201
21 Telephone: (509) 835-5211
Facsimile: (509) 835-3867
Email: ricke@cforjustice.org

23
24 Notices of documents for the City shall be sent to:

25 Howard F. Delaney, City Attorney
26 Office of the City Attorney
27 808 W. Spokane Falls Blvd.
Spokane, WA 99201-3326
Telephone: (509) 625-6225

1 Facsimile: (509) 625-6277
2 Email:

3 With copies sent to:

4 Craig Trueblood
5 K&L Gates, LLP
6 925 Fourth Avenue
7 Suite 2900
Seattle, WA 98104-1158

8. No Assignment: No assignment of the rights or obligations of the
9 Parties set forth in this Consent Decree shall be effective or enforceable unless the
10 assignment is approved in writing by both Parties.

11 9. Facsimile Signatures: The Parties' signatures to this Consent Decree
12 transmitted by facsimile shall be deemed binding.

13 10. Impossibility of Performance: No Party shall be considered to be in
14 default in the performance of any of its obligations under this Consent Decree when
15 performance becomes impossible due to circumstances beyond the Party's control,
16 or when failure to perform is materially contributed to by circumstances beyond the
17 Party's control, including without limitation any Force Majeure, including any act
18 of God, war, fire, earthquake, windstorm, flood or natural catastrophe; civil
19 disturbance, vandalism, sabotage or terrorism; restraint by court order or public
20 authority; or action or non-action by, or inability to obtain the necessary
21 authorizations or approvals from any governmental agency. "Circumstances
22 beyond the Party's control" shall not include normal inclement weather, economic
23 hardship or inability to pay. Any Party seeking to rely upon this paragraph shall
24 have the burden of establishing that it could not reasonably have been expected to
25 avoid, and which by exercise of due diligence has been unable to overcome, the
26 failure of performance.

avoid, and which by exercise of due diligence has been unable to overcome, the failure of performance.

11. Court Approval: If for any reason the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner within thirty (30) days, this Consent Decree is voidable at the sole discretion of any Party and the terms of this Consent Decree may not be used as evidence in any litigation between the Parties.

The Parties hereto enter into this Consent Decree and submit it to the Court for approval and entry as a final judgment.

APPROVED AS TO CONTENT AND FORM:

SPOKANE RIVERKEEPER

By: Rick Eichsteadt, Riverkeeper

Rick Eichsteadt, Riverkeeper

CITY OF SPOKANE

By: _____
XXXXX, City of Spokane

11. Court Approval: If for any reason the Court should decline to approve this Consent Decree in the form presented, the Parties shall use their best efforts to work together to modify the Consent Decree within thirty (30) days so that it is acceptable to the Court. If the Parties are unable to modify this Consent Decree in a mutually acceptable manner within thirty (30) days, this Consent Decree is voidable at the sole discretion of any Party and the terms of this Consent Decree may not be used as evidence in any litigation between the Parties.

The Parties hereto enter into this Consent Decree and submit it to the Court for approval and entry as a final judgment.

APPROVED AS TO CONTENT AND FORM:

SPOKANE RIVERKEEPER
and CENTER FOR JUSTICE

By: _____
Rick Eichsteadt, Riverkeeper

CITY OF SPOKANE

By: Mary B. Verner
Honorable Mary Verner,
Mayor

1 DATED
2
3
4
5
6
7
8
9

10 IT IS HEREBY ORDERED that this Consent Decree is approved and entered
11 accordingly, subject to the ongoing jurisdiction of the Court, for the purposes of
12 enforcement of this Consent Decree.

13 APPROVED AND SO

14 ORDERED:

15 *s/Lonny R. Sukko*

16 _____
17 Lonny R. Sukko, Judge
18 _____
19 United States District Court

20 DATED: August 22, 2011.
21
22
23
24
25
26
27
28

Exhibit A

Attach Adaptive Management Plan.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

CITY OF SPOKANE
Adaptive Management Plan
for Reducing PCBs in Stormwater Discharges
March 2011

Prepared by
The City of Spokane
Wastewater Management Department

Table of Contents

- 1.0 Background**
- 2.0 Existing BMPs**
- 3.0 Phase I**
 - 3.1 Prioritization**
 - 3.2 Remedial Maintenance**
 - 3.3 Sampling**
 - 3.4 Measurement of Goals/Reporting**
 - 3.5 Scheduling**
- 4.0 City's Internal Regulatory Review/Update/Revise**
 - 4.1 Review/Update/Revise Critical Materials List under Spokane Municipal Code Title 17E, Chapter 17E.010, Critical Aquifer Recharge Areas – Aquifer Protection.**
 - 4.2 City of Spokane Stormwater Regulations**
 - 4.3 Industrial Pretreatment Program**
- 5.0 Future Phases/BMPs**
- 6.0 DOE Consultation**
- 7.0 Public Involvement**
- 8.0 Conclusion and Future Steps**

1.0 BACKGROUND

Throughout the last thirty years, Polychlorinated Biphenyls (“PCBs”) have been identified ubiquitously throughout the environment. The presence of these chemicals in the environment stem from their historic prolific incorporation in many materials and substances, including construction materials, fabrics, hydraulic fluids, transformer oils, printers’ inks, and are frequently associated with industrial sites.¹ PCBs’ adverse impacts on wildlife and human toxicological and epidemiological impacts have been studied and documented within the scientific and medical literature, and PCBs are therefore a key focus of state and federal environmental and health regulation.

The City is subject to the regulatory requirements imposed by the National Pollutant Discharge Elimination System (“NPDES”) Eastern Washington Phase II Municipal Stormwater Permit² (“the Stormwater NPDES Permit”). Specifically, Section S.4, entitled “Compliance with Standards” allows the City to follow an adaptive management plan compliance pathway³ when there is evidence that the City’s stormwater discharges may be contributing to a violation of water quality standards. Under adaptive management, the City must reduce the discharge of pollutants to the maximum extent practicable and provide all known, available, and reasonable methods of prevention, control and treatment (“AKART”) to prevent and control pollution of waters of the State of Washington, among other requirements.

Pending the Washington State Department of Ecology’s (“Ecology’s”) development and implementation of a Total Maximum Daily Load for PCBs (“PCB TMDL”), the City has prepared this *Adaptive Management Plan for Reducing PCBs in Stormwater Discharges* (“Adaptive Management Plan”) for Ecology’s review and approval in order to satisfy the regulatory requirements of Section S.4 of the NPDES Stormwater Permit.

The City has also elected to collaborate with the Center for Justice Spokane Riverkeeper and the Gonzaga University Law School Environmental Law Clinic in preparing this Adaptive Management Plan, based on those programs’ proactive interest in addressing PCBs in the City’s stormwater discharges.

This Adaptive Management Plan is also intended to support the City’s compliance with its Riverside Park Water Reclamation Facility (“RPWRF”) National Pollutant Discharge

¹ According to the U.S. Department of Health and Human Services’ Agency for Toxic Substances and Disease Registry’s publication entitled “Tox FAQs for Polychlorinated Biphenyls (PCBs),” dated February, 2001, “PCBs have been used as coolants and lubricants in transformers, capacitors, and other electrical equipment because they don’t burn easily and are good insulators. The manufacture of PCBs was stopped in the U.S. in 1977 because of evidence they build up in the environment and can cause harmful health effects. Products made before 1977 that may contain PCBs include old fluorescent lighting fixtures and electrical devices containing PCB capacitors, and old microscope and hydraulic oils.

² Eastern Washington Phase II Municipal Stormwater Permit, Issuance Date: January 17, 2007, Effective Date: February 16, 2007, Expiration Date: February 15, 2012, Modification Date: June 17, 2009, issued pursuant to the Clean Water Act’s National Pollution Discharge Elimination System by State of Washington Department of Ecology. The City’s Stormwater NPDES Permit Coverage Number is WAR04-6505.

³ The term “adaptive management” is explained in the steps listed in this report, summarized in section 7.

Elimination System Waste Discharge Permit Number WA-002447-3 ("RPWRF NPDES Permit"),⁴ Section S.13.A, entitled "Combined Sewer Overflows," in particular. The RPWRF NPDES Permit regulates treated effluent discharges from the RPWRF and combined sewage discharges from the sewer collection system. While Section S.13.A acknowledges that "combined sewer overflows ("CSOs") . . . are occasional point sources of pollutants as a result of precipitation events," the Permit does not authorize "discharge from a CSO that causes adverse impacts that threaten characteristic uses of the receiving water as identified in the Water Quality Standards . . ."⁵ The measures proposed in this Adaptive Management Plan seek to meet regulatory requirements set forth in the RPWRF NPDES Permit regarding PCBs.

The City of Spokane has participated cooperatively in PCB sampling programs with Ecology and the Spokane Regional Health District. Specifically, City staff worked with Ecology to arrange and conduct stormwater sampling. The resultant data was used by Ecology in subsequent studies and reports, such as the 2006 *Draft Spokane River PCBs Total Maximum Daily Load Water Quality Study*⁶ and the 2007 Spokane River PCB TMDL Stormwater Loading Analysis - Final Technical Report.⁷ Likewise, Ecology sampling results from sites along the Spokane River over recent years have also detected elevated levels of PCBs in the Spokane River, river sediments and river biota.⁸ Ecology's Urban Waters Initiative performed sampling of stormwater in the City's system in 2009 and 2010. The City will review the data on PCBs from this sampling and coordinate with the Urban Waters Initiative as it proceeds with this Adaptive Management Plan.

The ultimate purpose of this Adaptive Management Plan is to reduce PCBs in stormwater discharges, in compliance with the Stormwater NPDES Permit and the RPWRF NPDES Permit, Sections S.4 and S.13, respectively, in particular, to reduce PCB discharges to the maximum extent practicable, and to use AKART in doing so through the following three main strategic concepts:

- (1) to further analyze, organize, and interpret existing PCB sampling data referenced above as it relates to the City's Stormwater NPDES Permit;

⁴ National Pollutant Discharge Elimination System Waste Discharge Permit, Issuance Date: March 30, 2000; Effective Date: April 1, 2000; Expiration Date: March 29, 2005 (as extended), issued pursuant to the Clean Water Act's National Pollutant Discharge Elimination System by the State of Washington Department of Ecology.

⁵ RPWRF NPDES Permit, at p. 34.

⁶ Ecology, 2006. Department of Ecology *Draft Spokane River PCBs Total Maximum Daily Load Water Quality Improvement Report*. Washington State of Washington Department of Ecology, Olympia, WA. Publication Number 06-03-024, at p. 10.

⁷ Ecology, 2007. Department of Ecology Spokane River PCB TMDL Stormwater Loading Analysis, Final Technical Report. State of Washington Department of Ecology, Olympia, WA. Publication Number 07-03-055, at pp. 4-5.

⁸ Ecology, 1995. Department of Ecology 1993-94 Investigation of PCBs in the Spokane River. Washington State Department of Ecology, Olympia, WA. Publication No. 95-310.

(2) to identify likely sources of PCBs and prioritize the design and implementation of appropriate remedial actions and Best Management Practices ("BMPs") consistent with AKART; and,

(3) to develop and design an adaptive approach for additional data collection and additional remedial actions that further reduce PCB impacts within the City and the Spokane River on a long-term basis to the extent necessary to comply with state and federal regulatory requirements under the Clean Water Act. As outlined in Section 3.5, the City will develop an annual report on sampling results and activities conducted during Phase I that will be used to inform decision making on future measures undertaken as part of this Adaptive Management Plan.

2.0 EXISTING BMPs

Condition S.4.F requires that the City include a description of the operational and/or structural BMPs that are currently being implemented. The City currently has a Stormwater Management Program that includes multiple BMPs for addressing stormwater discharges. These practices include the following:

1. Conducting internal training about stormwater management;
2. Responding to stormwater complaints;
3. If an illicit discharge is detected staff responds appropriately;
4. Additional street sweeping is conducted to control pollutants and debris;
5. Participate in public venues to educate the public about stormwater;
6. Educating citizens and businesses as needed to address problems;
7. Developing and distributing stormwater brochures;
8. Continuously improving design standards;
9. Maintaining and retrofitting bioinfiltration swales,
10. Installing and maintaining regional drainage facilities;

Pursuant to the Stormwater NPDES permit, the City must make its Stormwater Management Program available annually (by May) and will be including an updated version with its annual report to Ecology. The particular BMPs outlined in this Adaptive Management Plan expand on the existing BMPs in order to investigate and address PCBs in stormwater.

3.0 PHASE I

Phase I of this Adaptive Management Plan will focus on remedial maintenance, sampling and analysis of existing information. The City has initiated a general strategy of active research and reconnaissance that involves analysis, organization, and interpretation of existing PCB sampling data. Additional work in this area is acknowledged to be required. However, analysis of existing data compared against known existing land uses and features such as businesses, railroad lines and other

industries shows a general pattern of elevated levels of PCBs in stormwater discharges covered by the Stormwater NPDES Permit in the Union Basin, which is a separated MS4 drainage basin. See Figure 1; Table 1. The work effectuated under this Adaptive Management Plan, for the purposes of Section S.4 of the Stormwater NPDES Permit, will therefore focus on identifying, testing, remediating, and monitoring stormwater inlet sediments within this geographic area during the 2010-2011 timeframe. (See Section 4.0, "Prioritization, Maintenance, and Sampling" below)

Additionally, in order to support its compliance with Section S.13.A of the RPWRF NPDES Permit and to more fully address PCBs in stormwater, the City will also focus on remedial maintenance in the High Industrial Zone of CSO Basin 34, which is a combined sewer basin overflow drainage area ("CSO#34"). See Figure 1; Table 2.

Although the City will initially focus on remedial maintenance in the two priority areas, additional active research and reconnaissance to further identify sources of elevated PCBs will include the following:

1. conducting detailed land use research, including review of available aerial photographs, Sanborn Fire Insurance Maps, City Directories and archives, Spokane County Health District Records, Metsker Maps, Ecology and EPA online databases (and paper file reviews, as necessary);
2. investigating historical title transfers (i.e., County Auditor research and/or formal title examination/reports);
3. utilizing the City's street use franchise agreement with the City's local power company, Avista Utilities, which includes provisions for supplying the City with reports and information, and working with Avista on historical and current sources of PCBs;
4. "windshield evaluation" of known suspected source sites to identify potential sources of PCBs on City-owned or privately owned parcels, including investigating current land use on the suspected sites (the City will coordinate with the Spokane Regional Health District's Local Source Control Specialist on a criteria checklist and for any information it has collected); and
5. compiling new research identified in 1., 2., 3., and 4. above within a Geographic Information System (GIS) shape file for overlay on existing City stormwater infrastructure layers.

The City will coordinate with Ecology's Urban Waters Initiative to prevent duplication of efforts and maximize resources. The City will notify Ecology if, during its reconnaissance, it identifies underground injection control ("UIC") wells on private property that may not meet the requirements of Ecology's UIC Program. Pursuant to EPA regulations, the City is required to inventory and certify all City-owned UIC wells every three years and will continue to do so.

Specifically, the City anticipates this first round of active research and reconnaissance will assist staff in identifying movement of contaminants from sources to and through the City's storm water system. The results of this additional research and reconnaissance will be reported and evaluated through the annual report process (see Section 3.5), informing future remedial maintenance and other potential measures during future phases under this Adaptive Management Plan. The next phase of measures will be outlined in the City's 2011 Annual Report to Ecology.

3.1 Prioritization of Remedial Maintenance

There are a total of 73 stormwater inlet/catch basin facilities in the Union Basin, which, depending on location, discharge to drywells, storm sewers or combined sewers (Figure 1). For organizational purposes, a list of each inlet within the Union Basin has been created (Table 1). There are also a total of 346 facilities in the High Industrial Zone CSO34. An additional table has been created listing each inlet in the High Industrial Zone CSO34 (Table 2). PCBs may be entrained in the sediments that have collected in catch basins over the years such that the sediment may contribute to PCBs in stormwater. These sediments can be removed by a methodology involving physically pumping these sediment repositories, and properly disposing of the contaminated material, thereby eliminating a suspected current source of PCBs to stormwater discharges within these priority areas.

Additional research results from Section 3.0 are anticipated to further guide the City's future decision-making. Based on current available information, the City will prioritize stormwater facility remedial maintenance in 2010-2011 on facilities identified within Union Basin and High Industrial Zone CSO34. The City expects to conduct remedial maintenance at all 419 inlets in the two priority areas during 2010-2011. These areas consist of light industrial, office and commercial zoning. Some trunk sewers which receive stormwater flow from the Union Basin are also included in this group (Figure 1). Data tables will be generated to further identify target areas for pumping catch basins and drywells. The tables will include information about the location and ID number of each catch basin.

The City will send a flyer or post card to all sewer customers in those basins explaining the management efforts the City will be undertaking during Phase I. The City will provide both Riverkeeper and Ecology with an opportunity to comment on the content of the flyer or postcard before it is distributed.

3.2 Remedial Maintenance

To help assure the 2010 – 2011 project goals are met, the City's Wastewater Management Department will dedicate two Vactor Catch Basin Pumping trucks to the remedial maintenance work. A two-person crew will be assigned to operate each truck. Each crew will receive specialized instruction and training regarding the purpose of the

project and proper handling of all materials involved in compliance with the NPDES Stormwater Permit, the City's Stormwater Program, and other applicable regulatory requirements.

Sediments removed from the catch basins will be kept dry in accord with specified protocols for pumping and disposal. Protocols under development involve sawdust or other similar medium being pumped into an empty truck to absorb any excess water. Standing water in the catch basin will then be pumped off into the truck for holding and disposal. Staff will limit the amount of debris collected each day in order to assure the driest loads possible are deposited at the sediment handling facility (see below). Crews will be trained to minimize track-off conditions, to absolutely minimize issues for surrounding sites and adjoining City of Spokane streets. All material and water will ultimately be thoroughly mixed with a drying agent and be off-loaded at the Solid Waste Northside Landfill lined disposal cell site or another appropriate disposal facility.

Pursuant to U.S. EPA regulations, dewatered sediments with a total PCB concentration less than 50 ppm may be disposed at municipal solid waste landfills. However, pursuant to Ecology regulations, dewatered sediments with a total PCB concentration less than 2 ppm may be disposed at the solid waste landfills in Washington State. Accordingly, dewatered sediments with a total PCB concentration less than 2 ppm will be disposed at the Northside Landfill or similar facility in Washington State, and dewatered sediments with a total PCB concentration greater than 2 ppm but less than 50 ppm will be disposed at a licensed solid waste landfill outside the State of Washington, or at a hazardous waste or TSCA landfill. Dewatered sediments with a total PCB concentration exceeding 50 ppm will be disposed of a hazardous waste or TSCA landfill.

During the 2010-2011 timeframe, the City's Wastewater Management Department has also initiated plans to construct new sediment handling facility at a site (formerly Playfair Racetrack) that Wastewater Management currently owns and has plans to develop to support its CSO program. Although the construction of the sediment handling facility is still in the planning phase, the facility design shall include a covered area to protect the drying process from the weather and a concrete floor to prevent seepage into the soil. The site will be fenced and gated to limit access to authorized City staff and to prevent public access. In the event that the facility cannot be located at the Playfair site as planned, City staff will report as required by Section 3.5 below and revise this Adaptive Management Plan to reflect its revised location for the facility.

3.3 Sampling

All sampling will be conducted consistent with the *Spokane Basin Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) for the Spokane River Source Trace Study Regarding PCB, PBDE, Metal, and Dioxins/Furan Contamination* (Fernandez and Hamlin, 2009). The City will ensure that employees receive proper training consistent with the SAP and QAPP.

The City plans to collect individual samples from sediments entrained in catch basins. Samples will be composited in defined areas (10-20 catch basins per composite sample) and analyzed to determine whether total PCBs in composite samples exceed applicable thresholds (1 mg/kg per WAC 173-340-900 and WAC 296-843-100).⁹ Individual catch basin samples will be archived pending results of the analysis of composite samples in order to properly dispose of sediments removed from catch basins.

If composite concentrations in particular areas exceed 1 mg/kg, the City anticipates then running analysis on individual samples from each catch basin in the group to determine total PCB concentrations by catch basin and identify "hot spot" subbasins. Depending on those results, the City may perform additional sampling, including congener sampling if necessary, to more specifically determine the source of the PCBs. Catch basins in concentrated or high risk focus areas identified through research results (Section 3.0) may also be subject to additional sampling and analysis.

The total PCB concentrations in the initial composite samples will also be used to estimate the total amount of PCBs removed from catch basins, as described in Section 4.2, and to determine the appropriate location for disposal of sediments as described in Section 4.2.

Lab analysis for the City's composite samples shall be conducted by the following laboratory:

Anatek Labs, Inc.
504 East Sprague Avenue
Spokane, WA
(509) 838-3999.

Additional laboratories may be used if the City requires sample analysis for lower concentrations of PCBs than can be processed at Anatek Labs, Inc.

The City will continue to work cooperatively with Ecology on analysis of existing stormwater sampling results and stormwater sampling programs. Specifically, the City will incorporate data from sampling performed by Ecology's Urban Waters Initiative in its future decision making under this Adaptive Management Plan.

The City anticipates stormwater sampling to be required under its NPDES permit beginning in 2012 and plans to begin taking stormwater samples at that time. The timing for this sampling is appropriate given that the City will have completed removal of sediments entrained in catch basins, thereby removing them as a potential secondary source of PCBs. Stormwater sampling after sediment removal will be used to determine

⁹ The concentration in the composite sample will also determine whether City staff can conduct the pumping or whether an environmental contractor must be included in the Plan for handling and disposing any material exceeding applicable thresholds, pursuant to WAC 296-843. Examples of such contractors are set forth in Table 2.

whether there are ongoing primary sources conveying PCBs to these catch basins that should be addressed during Phase II.

Although PCB concentrations will inevitably vary depending on the location and time they are taken, results may also be compared to samples taken by the City in 2004 as part of the PCB TMDL process and samples taken by Ecology. See PCB TMDL, Table 22, p. 61 Follow-up stormwater sampling will be used to determine whether there are ongoing primary sources of PCBs in particular areas. Stormwater sampling results may also assist in locating private concerns or properties which may be sources of PCBs.

Additionally, long-term stormwater monitoring will be used to develop a database sufficient to prepare a performance-based PCB goal for the City's stormwater system.

3.4 Measurement of Goals/Reporting

Through this Adaptive Management Plan, the City expects to demonstrate a measureable reduction of PCBs in stormwater discharges by reporting the weight of contaminated material removed. The method of tracking this removal will be by measuring the overall weight of material disposed at the Northside Landfill or other appropriate disposal facility. City trucks will utilize the Landfill scale each time debris is off-loaded. A total weight of debris removed from the City's system facilities will be carefully documented along with the concentration of PCBs. Both the total weight and the weight of PCBs removed from the system will represent the overall success of the plan. This data will support meeting the assimilative capacity for the River of 27.86 mg PCB/day set by Ecology in the Draft PCB TMDL.

The City's Wastewater Management GIS group will prepare a data management plan to identify, track, and document City facilities' remedial maintenance and sampling histories.

3.5 Scheduling

Section S.4 of the NPDES Stormwater Permit requires development of a schedule for implementing any additional BMPs including, as appropriate, designation of funding sources, training, purchasing, construction, monitoring, and other assessment and evaluation components of implementation.

The City will provide Ecology and the public a written report of updated sampling results, activities conducted, and proposed strategic revisions on an annual basis in conjunction with (but separately documented from) the annual reporting required under the Stormwater NPDES Permit and in addition to the reporting required by the RPWRF NPDES Permit. The annual report will also estimate improvements in water quality in the Spokane River as a result of the actions taken under the Adaptive Management Plan relative to the goals in the 2006 *Draft* Spokane River PCBs Total Maximum Daily Load Water Quality Study and 2007 Final Report. The TMDL will assign a "loading capacity" for PCB discharge to the Spokane River and corresponding waste load

allocations to particular dischargers. The City's remedial maintenance actions during Phase I of the Adaptive Management Plan are intended to reduce the City's PCB load to the River, consistent with the goals of the draft TMDL. The 2011 annual report will also incorporate PCB data obtained by Ecology's Urban Waters Initiative. The report will be used as a mechanism to decide on future measures to be undertaken during future phases under this Adaptive Management Plan based on the results of the first phase and available data (See Section 5.0 regarding potential measures).

The City anticipates completing activities under 2.0, 3.0, and 4.0 herein during 2010, 2011 and, at the latest, 2012. The findings, research, data, and analysis gathered during 2010 will form the foundation of a detailed, reliable schedule for future activities which the City will then present, following consultation with Ecology and public involvement as described herein, within its 2011 annual report. These activities and timelines are outlined in the following chart. However, timeframes will be subject to change based on the outcomes from the activities.

ACTIVITY/BMP	TIMEFRAME
Review and analysis of stormwater data	2010-2011
Remedial maintenance in priority catch-basins	2010-2011
Active research and reconnaissance to identify PCB sources	2010-2011
Annual report to Ecology (including future measures to be added to ADP)	June 2011
Stormwater sampling	To begin in 2012
Development of future phases	June - Aug 2011, based on results of Phase I
Remedial maintenance in other areas and/or upstream of catch-basins	2012, and as determined after Phase I

4.0 CITY'S INTERNAL PROCEDURE AND REGULATORY REVIEW/UPDATE/REVISION

The City shall review its own internal regulatory structure to determine avenues (either direct or indirect) for reducing discharge, presence, and persistence of PCBs into the environment by the City itself and by third-party residential, industrial and commercial business within the City limits. To assist in the internal review process and implementation of the Adaptive Management Plan generally, the City has designated Raylene Gennett as its Stormwater Coordinator.

4.1 Review/Update/Revise Critical Materials List under Spokane Municipal Code Title 17E, Chapter 17E.010, Critical Aquifer Recharge Areas – Aquifer Protection.

The City's Wastewater Department will work with the Planning Department, Legal Department and Environmental Programs Office to revise the concentration threshold of PCBs on the City's Critical Materials List.

Title 17E of the Spokane Municipal Code (SMC), Chapter 17E.010 allows the City to protect "the health, safety and welfare of the general public through protection of local groundwater resources and the public drinking water supply . . . and reverse continued degradation of the Spokane aquifer . . ." The City is working toward reducing the PCB threshold concentration triggering the regulatory requirements in Chapter 17E.010 SMC (including secondary containment) to mirror the Spokane Tribe of Indian's PCB TMDL concentration (which is currently set at 3.37 parts per quadrillion).

4.2 City of Spokane Stormwater Regulations

The City shall review/update/revise the current proposed regulatory amendments to its stormwater regulations to incorporate best management practices to reduce discharge, presence, and persistence of PCBs in the environment by the City and private third-parties. In compliance with State Stormwater Management Program requirements, the City updated Chapter 17D.060 SMC of its stormwater management program and added Chapter 17D.090 SMC as a new chapter to Title 17 concerning erosion and sediment control. The City shall also review and revise its regulations and policies as necessary to provide for more frequent construction-phase inspections on private properties in priority basins. The City may also work with Ecology to ensure that private parties obtain coverage under the Construction Stormwater General Permit where those activities are subject to the permit. See Construction Stormwater General Permit (effective Dec. 16, 2005), Condition S.1.

4.3 Industrial Pretreatment Program

Under the RPWRF NDPES Permit the City and Spokane County have delegated permitting, monitoring and enforcement authority for industrial users discharging to the treatment system. The City's Industrial Pretreatment Program is contained in Chapter 13.03A SMC. The City shall review its authority under the program and expand the scope as necessary to include inspections and monitoring of PCBs. The City will also work with Spokane County to ensure the County has sufficient authority to conduct inspections and monitoring of PCBs to the extent necessary for the City to meet its obligations in the RPWRF NDPES Permit.

5.0 FUTURE PHASES/BMPs

The City anticipates developing additional measures/BMPs for future phases based on the results of the active research and reconnaissance outlined for the first phase of the Adaptive Management Plan. These measures may include the following:

- (a) Development of procedures for the City to address circumstances where a private property owner is a suspected source of PCBs based on the results of the first round of research and reconnaissance. These future measures will be developed based on the results of the first phase and the particular circumstances, but may include disconnecting the source from the City's storm system (i.e., recommend disconnection from the City's storm water system, reporting to DOE); and
- (b) Development of protocol for absentee landowners that are a source of PCBs.

The particular measures the City uses must be based on the circumstances as determined through the first phase. For instance, if the City determines, based on sediment and stormwater sampling, that there is an ongoing source of PCBs in the area of a particular catch-basin, it could conduct further research to pinpoint the source to a particular property or facility. This research may include reviewing TSCA registries, inquiring with landowners in the area, smoke or dye tests of storm drains, and performing or asking an owner to perform soils sampling near storm drains, as necessary. Under these circumstances, the City would also notify owners of on-going sources of PCBs in the affected subbasin of their legal obligations to comply with these efforts.

If the City pinpoints a source of PCBs to the City's stormwater system, it will employ measures to control that source, depending on the circumstances. These may include working with Ecology to levy fines or take other enforcement action. If a site is identified as a source of PCBs, Ecology will be notified for possible Ecology follow-up, which may include the need for cleanup action. The City may also require industrial businesses to obtain coverage under the Industrial Stormwater General Permit. Coverage would require the business to develop a Stormwater Pollution Prevention Plan (SWPPP) with mandatory BMPs and comply with other permit conditions. Permit coverage is required for businesses and/or facilities that have specific Standard Industrial Classification (SIC) codes, but Ecology may also require a business to seek coverage where it determines that the facility is a significant contributor of pollutants to waters of the state or where the facility is causing a violation of water quality standards. See Industrial Stormwater General Permit (effective Jan. 1, 2010), Condition S.1.B. Permittees must submit periodic monitoring reports to Ecology and must take corrective action if benchmarks are exceeded. In addition, Ecology may take corrective action where appropriate.

The City may also require a facility or property owner to disconnect from the City's stormwater system and employ onsite treatment and disposal. These particular response measures will be developed for future phases of the Adaptive Management Plan based on the outcome of measures undertaken in Phase I. The City may also incorporate measures into its stormwater and critical areas regulations, as outlined in Section 4.0.

6.0 ECOLOGY CONSULTATION

As identified throughout this Adaptive Management Plan, the City shall work closely and in consultation with the Ecology on implementing, updating, revising, and reporting results pursuant to this Adaptive Management Plan.

7.0 PUBLIC INVOLVEMENT

The City remains committed to actively engaging the public, including the Center for Justice Spokane Riverkeeper and Gonzaga University Law School's Environmental Law Clinic, in the implementation and revision of this Adaptive Management Plan.

The City will hold annual stakeholder meetings following release of its annual report beginning in year 2011-2012 to encourage comment from tribes, stakeholders, the environmental community, and the general public on reaching this plan's objectives.

8.0 CONCLUSION AND FUTURE STEPS

An essential principal of adaptive management is to engage all stakeholders and regulatory jurisdictions through open dialog and collaboration. The City will modify and expand this Adaptive Management Plan as new scientific and fiscal information and additional results of proposed management practices become available, subject to review and approval by Ecology. This will be accomplished through the annual report process outlined in Section 3.5. The City will also engage in on-going discussions with stakeholders and regulatory jurisdictions to achieve the overall goal of this Adaptive Management Plan.

Figure 1. Facility Target Zones.

Storm Inlets with potentially higher PCB concentrations

DATE: 2010-01-21

Legend

- ★ Sample Site
- Storm Inlet - High Industrial CSO34
- Storm Inlet - Storm Basin Union
- Storm Line
- Sanitary Line
- High Industrial Zone - CSO34
- Storm Basin - Union



THIS IS NOT A LEGAL DOCUMENT.
The information shown on this map is compiled from various sources and is subject to constant revision. Information shown on this map should not be used to determine the location of facilities or relating to property lines, section lines, streets, etc.

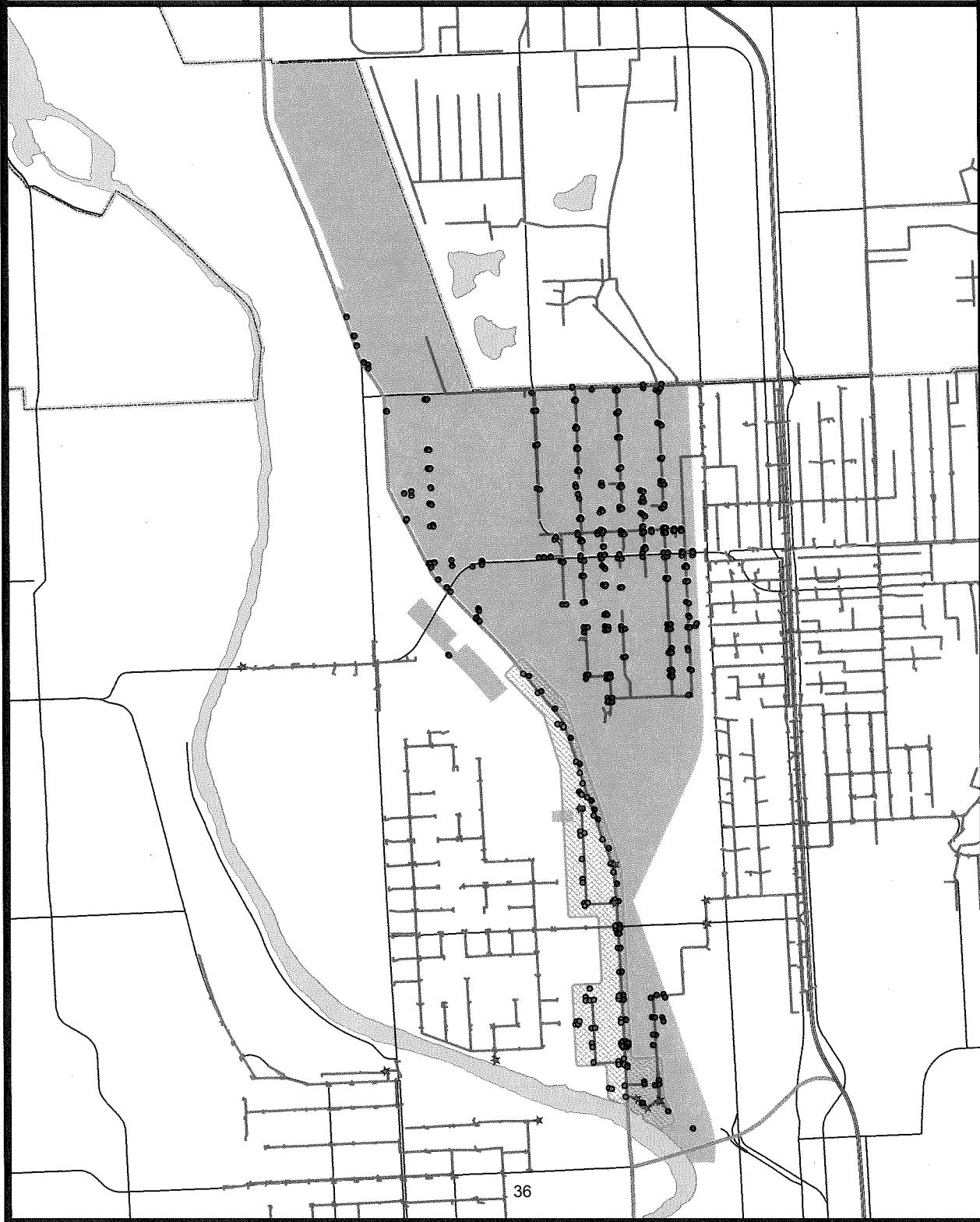


Table 1. Storm Inlet Identification Table – “Storm Basin Union”

1/21/2010 Storm Inlets - Storm Basin Union

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	1379308IN	CITY		SEEP	RSL
29	1378908IN	CITY		SEEP	RSL
29	1375908IN	CITY		CB	RSLCFG
29	1376008IN	CITY		CB	RECSL1
29	1375808IN	CITY		SEEP	RSL
29	1375700IN	CITY		CB	RSL
29	1309000IN	CITY		SEEP	RSL
29	1309108IN	CITY		SEEP	RSL
29	1327906IN	CITY		CB	CFO
29	1308908IN	CITY		SNUFF	RECSL1
29	1308700IN	CITY		DW	RSOL
29	1308808IN	CITY		SEEP	RSL
29	1308508IN	CITY		CB	CFO
29	1376108IN	CITY		CB	RSL
29	1376508IN	CITY		CB	RSL
29	1376408IN	CITY		CB	RSL
29	1308406IN	CITY		DW	RSOL
29	1376608IN	CITY		CB	RSLCFG
29	1308608IN	CITY		CB	CFO
29	1376708IN	CITY		CB	
29	1376808IN	CITY		CB	RSL
29	1390908IN	CITY		CB	RSL
29	1376208IN	CITY		CB	RSL
29	1377108IN	CITY		CB	RSL
29	1376308IN	CITY		CB	RSL
29	1377008IN	CITY		CB	RSL
29	1378108IN	CITY		SNUFF	RECSL1
29	1378008IN	CITY		GBI	RECSL1
29	1311708IN	CITY		CB	CFO
29	1376908IN	CITY		CB	RSL
29	1307408IN	CITY		CB	RSL
29	1377908IN	CITY		CB	RSL
29	1396608IN	CITY		CB	CFO
29	1378308IN	CITY		CB	RSL
29	1378208IN	CITY		CB	RSL
29	1330408IN	CITY		CB	RSL
29	1377800IN	CITY		CB	RSL
29	1311806IN	CITY		CB	CFO
29	1396708IN	CITY		CB	CFO
29	1311906IN	CITY		CB	CFO
29	1329100IN	CITY		DW	
29	1312006IN	CITY		CB	CFO
29	1329206IN	CITY		DW	
29	1375308IN	CITY		CB	O
29	1312108IN	CITY		CB	RSL
29	1375208IN	CITY		CB	RSL
29	1375408IN	CITY		CB	O
29	1374908IN	CITY		CB	RSOL
29	1374808IN	CITY		CB	RSOL
29	1374608IN	CITY		CB	RSL
29	1374408IN	CITY		CB	RSL
29	1330308IN	CITY		SEEP	CFO
29	1330208IN	CITY		CB	RSL
29	1374208IN	CITY		CB	RSL
29	1374008IN	CITY		CB	CFO
29	1373708IN	CITY		GBI	RECSL1
29	13109108IN	CITY		GBI	RECSL1
29	13109008IN	CITY		CB	CFO
29	13107108IN	CITY		GBI	RECSL1
29	13106808IN	CITY		CB	RSL
29	13107008IN	CITY		CB	CFO
29	1373308IN	CITY		CB	RSOL
29	13106908IN	CITY		CB	MB
29	1373408IN	CITY		CB	RSL

1/21/2010 Storm Inlets - Storm Basin Union

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	13106708IN	CITY		CB	RSL
29	133008IN	CITY		CB	RSL
29	1329408IN	CITY		CB	
29	1329008IN	CITY		CB	
29	13110308IN	CITY	ACTV	CB	
29	13110608IN	CITY	ACTV	GBI	
29	13110708IN	CITY	ACTV	GBI	
29	13110808IN	CITY	ACTV	GBI	
29	13110908IN	CITY	ACTV	GBI	

73 Total

Table 2. Storm Inlet Identification Table – “High Industrial CSO34”

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90403808IN	CITY		CB	RSL
29	90416308IN	CITY		DW	RSL
29	90416208IN	CITY		DW	RSL
29	90416100IN	CITY		DW	RSL
29	90115108IN	CITY		SNUFF	RECSL1
29	90115000IN	CITY		DW	RSL
29	90115200IN	CITY		CB	
29	90115400IN	CITY		DW	
29	90115508IN	CITY		CB	
29	90140208IN	CITY		GBI	RECSL1
29	90140100IN	CITY		DW	RSOL
29	90140300IN	CITY		SEEP	RSL
29	90460706IN	CITY		SNUFF	RECSL1
29	90140006IN	CITY		SEEP	RSOL
29	90460600IN	CITY		DW	RSOL
29	90140408IN	CITY		SEEP	RSLCFG
29	90140508IN	CITY		SEEP	RSL
29	90394608IN	CITY		SEEP	CFO
29	90394504IN	CITY		DW	RSOL
29	90394308IN	CITY		SEEP	RSL
29	90394708IN	CITY		SEEP	CFO
29	90394008IN	CITY		SEEP	CFO
29	90139500IN	CITY		DW	
29	90394200IN	CITY		DW	RSOL
29	90393708IN	CITY		CB	
29	90394408IN	CITY		SEEP	RSL
29	90393900IN	CITY		DW	RSOL
29	90393408IN	CITY		CB	
29	90394108IN	CITY		CB	
29	90139608IN	CITY	ACTV	SNUFF	RECSL1
29	90487308IN	CITY	ACTV	CB	RSL
29	90393600IN	CITY		CB	S
29	90139900IN	CITY		CB	S
29	90393808IN	CITY		CB	
29	90393508IN	CITY		CB	
29	90392406IN	CITY	ACTV	CB	RSOL
29	90392508IN	CITY		CB	CFO
29	90144608IN	CITY		DOT	RECSL1
29	1601208IN	CITY		CB	
29	1601100IN	CITY		CB	
29	90144508IN	CITY		DOT	RECSL1
29	90392208IN	CITY		SEEP	CFO
29	90392308IN	CITY		SEEP	CFO
29	90392108IN	CITY		CB	RSL
29	90139208IN	CITY		GBI	RECSL1
29	90139100IN	CITY		DW	RSOL
29	90137808IN	CITY		GBI	RECSL1
29	90137700IN	CITY		SEEP	RSL
29	90139008IN	CITY		GBI	RECSL1
29	90138900IN	CITY		DW	RSOL
29	90392008IN	CITY	ACTV	CB	CFO
29	90391908IN	CITY		CB	CFO
29	90391808IN	CITY	ACTV	CB	CFO
29	1379208IN	CITY		SEEP	RSL
29	90463608IN	CITY		CB	RSL
29	90390508IN	CITY		CB	CFO
29	90390908IN	CITY		CB	CFO
29	90391108IN	CITY		CB	
29	90390408IN	CITY		CB	CFO
29	90391708IN	CITY		CB	
29	90390808IN	CITY		CB	RSOL
29	90391208IN	CITY		CB	
29	1378808IN	CITY		SEEP	RSL
29	90391608IN	CITY		CB	

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90391508IN	CITY		CB	
29	13105208IN	CITY	ACTV	CB	RSL
29	90391408IN	CITY		CB	
29	90391308IN	CITY		CB	
29	90390308IN	CITY		SNUFF	RECSL1
29	90390208IN	CITY		CB	RSOL
29	90135508IN	CITY	ACTV	SEEP	RECVD1
29	90390108IN	CITY		CB	RSL
29	90135400IN	CITY	ACTV	SEEP	RSL
29	1313308IN	CITY		GBI	RECSL1
29	90463708IN	CITY		GBI	RECSL1
29	90123800IN	CITY		DW	RSOL
29	90129708IN	CITY		CB	RSL
29	90129600IN	CITY		DW	RSOL
29	90130008IN	CITY		CB	RSL
29	90130800IN	CITY		DW	RSOL
29	90130308IN	CITY		CB	RSL
29	90129900IN	CITY		DW	RSOL
29	90129808IN	CITY		CB	RSL
29	90130908IN	CITY		SEEP	RSL
29	90130608IN	CITY		CB	RSL
29	90131008IN	CITY		SEEP	RECVDH
29	90130200IN	CITY		DW	RSOL
29	90130500IN	CITY		DW	RSOL
29	90131208IN	CITY		CB	
29	90460508IN	CITY		CB	
29	90460408IN	CITY		CB	
29	90460300IN	CITY		DW	
29	1313108IN	CITY		GBI	RECSL1
29	90130108IN	CITY		CB	RSL
29	90131100IN	CITY		DW	
29	90131508IN	CITY		CB	
29	90130408IN	CITY		CB	RSL
29	90131400IN	CITY		DW	
29	90389008IN	CITY		CB	
29	90388908IN	CITY		CB	
29	90131808IN	CITY		CB	
29	90130708IN	CITY		CB	RSL
29	90131700IN	CITY		DW	
29	90131608IN	CITY		CB	
29	90131908IN	CITY		CB	
29	90389308IN	CITY		CB	RSL
29	90389208IN	CITY		CB	RSL
29	90389112IN	CITY		CB	
29	90389908IN	CITY	ACTV	CB	RSL
29	90390008IN	CITY	ACTV	CB	RSL
29	90389408IN	CITY		CB	RSL
29	90389808IN	CITY		CB	
29	1312908IN	CITY		GBI	RECSL1
29	90135608IN	CITY		CB	CFO
29	1312708IN	CITY		GBI	RECSL1
29	90460208IN	CITY		CB	RSL
29	90460000IN	CITY		DW	RSOL
29	90460108IN	CITY		CB	RSL
29	90129208IN	CITY		CB	RSL
29	90448800IN	CITY		DW	RSOL
29	90444206IN	CITY		GBI	RECSL1
29	90129508IN	CITY		CB	RSL
29	90449008IN	CITY		GBI	RECSL1
29	90129000IN	CITY		DW	RSOL
29	90448908IN	CITY		GBI	RECSL1
29	90388708IN	CITY		CB	RSOL
29	90444106IN	CITY		CB	SB
29	90388608IN	CITY		CB	
29	90133808IN	CITY		CB	CFO

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90129300IN	CITY		DW	RSOL
29	90129108IN	CITY		CB	RSL
29	90134108IN	CITY		CB	CFO
29	90133700IN	CITY		DW	RSOL
29	90449700IN	CITY		DW	S
29	90129408IN	CITY		CB	RSL
29	90134000IN	CITY		DW	RSOL
29	90449808IN	CITY		CB	
29	90134408IN	CITY		CB	CFO
29	90135008IN	CITY		CB	RSL
29	90134908IN	CITY		CB	RSL
29	90133908IN	CITY		CB	CFO
29	90388808IN	CITY		CB	RSL
29	90134208IN	CITY		CB	CFO
29	90134300IN	CITY		DW	RSOL
29	90134600IN	CITY		DW	RSOL
29	90459208IN	CITY		CB	RSOL
29	90459108IN	CITY		CB	RSL
29	90134508IN	CITY		CB	CFO
29	90459308IN	CITY		GBI	RECSL1
29	90388508IN	CITY		CB	RSL
29	90388208IN	CITY		CB	RSL
29	1312508IN	CITY		GBI	RECSL1
29	90134808IN	CITY		CB	RSL
29	90134708IN	CITY		CB	RSL
29	90135100IN	CITY		DW	
29	90135208IN	CITY		CB	RSL
29	90135308IN	CITY		CB	RSL
29	90388308IN	CITY		CB	RSL
29	90388408IN	CITY		CB	RSL
29	1312308IN	CITY		GBI	RECSL1
29	1307612IN	CITY		GBI	RECSL1
29	90128208IN	CITY		CB	CFO
29	90449508IN	CITY		CB	RSL
29	1375508IN	CITY		CB	
29	90128100IN	CITY		DW	RSOL
29	90128508IN	CITY		CB	RSL
29	1375008IN	CITY		GBI	RECSL1
29	1374708IN	CITY		CB	RSL
29	90276706IN	CITY		GBI	RECSL1
29	90128308IN	CITY		CB	CFO
29	90449400IN	CITY		DW	RSOL
29	90387212IN	CITY		CB	RSOL
29	90449608IN	CITY		CB	RSL
29	90449206IN	CITY		CB	RSL
29	90458808IN	CITY		CB	RSL
29	90458708IN	CITY		CB	RSL
29	90128400IN	CITY		DW	RSOL
29	1375108IN	CITY		CB	RSOL
29	1374508IN	CITY		CB	RSOL
29	90128908IN	CITY		CB	RSL
29	90444308IN	CITY		CB	RSL
29	90125308IN	CITY		SEEP	RSLCFG
29	90128608IN	CITY		CB	RSL
29	90387608IN	CITY		CB	RSLCFG
29	90387708IN	CITY		CB	RSL
29	90449100IN	CITY		DW	RSOL
29	1374308IN	CITY		CB	RSL
29	90459608IN	CITY		CB	RSL
29	90459508IN	CITY		CB	RSL
29	90449306IN	CITY		CB	RSL
29	90128700IN	CITY		DW	RSOL
29	90387308IN	CITY		CB	RSL
29	1373908IN	CITY		CB	RSL
29	90387908IN	CITY		CB	RSL

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90125200IN	CITY	SEEP	SEEP	RSL
29	1373808IN	CITY	CB	CB	CFO
29	90128808IN	CITY	CB	CB	RSL
29	90458600IN	CITY	DW	DW	RSOL
29	90459400IN	CITY	DW	DW	RSOL
29	13109308IN	CITY	GBI	GBI	RECSL1
29	13109200IN	CITY	DW	DW	RSOL
29	1373508IN	CITY	CB	CB	RSOL
29	90459708IN	CITY	CB	CB	RSL
29	1373608IN	CITY	CB	CB	RSOL
29	13107208IN	CITY	CB	CB	RSL
29	90387508IN	CITY	CB	CB	RSL
29	1330108IN	CITY	CB	CB	RSOL
29	90387808IN	CITY	CB	CB	RSL
29	1302308IN	CITY	CB	CB	
29	1302404IN	CITY	CB	CB	
29	90123908IN	CITY	SEEP	SEEP	CFO
29	90127608IN	CITY	SEEP	SEEP	RSL
29	90124108IN	CITY	SEEP	SEEP	RSL
29	90386908IN	CITY	CB	CB	
29	90424908IN	CITY	CB	CB	RS
29	90127908IN	CITY	SEEP	SEEP	RSL
29	1329608IN	CITY	CB	CB	
29	90386608IN	CITY	CB	CB	
29	90424808IN	CITY	CB	CB	RS
29	1329508IN	CITY	CB	CB	
29	90121506IN	CITY	DW	DW	RSOL
29	90127500IN	CITY	DW	DW	RSOL
29	90127800IN	CITY	DW	DW	RSOL
29	90487508IN	CITY	SEEP	SEEP	RSL
29	9098808IN	CITY	SEEP	SEEP	CFO
29	90456908IN	CITY	CB	CB	MB
29	90124008IN	CITY	CB	CB	MB
29	90487400IN	CITY	DW	DW	RSOL
29	90127708IN	CITY	SEEP	SEEP	CFO
29	90487608IN	CITY	SEEP	SEEP	RSL
29	1372508IN	CITY	CB	CB	RSOL
29	1398008IN	CITY	CB	CB	RSOL
29	1372608IN	CITY	GBI	GBI	RECSL1
29	1373208IN	CITY	GBI	GBI	RECSL1
29	1398108IN	CITY	CB	CB	RSOL
29	1329708IN	CITY	CB	CB	
29	1372708IN	CITY	CB	CB	RSL
29	1373108IN	CITY	CB	CB	RSL
29	1380508IN	CITY	CB	CB	RSL
29	90126008IN	CITY	SEEP	SEEP	RSL
29	1329908IN	CITY	CB	CB	
29	1329808IN	CITY	CB	CB	
29	90126208IN	CITY	SEEP	SEEP	RSL
29	90126508IN	CITY	SEEP	SEEP	RSL
29	90125800IN	CITY	DW	DW	RSOL
29	90127008IN	CITY	SEEP	SEEP	RSL
29	90126908IN	CITY	SEEP	SEEP	RSL
29	90126100IN	CITY	DW	DW	RSOL
29	90125908IN	CITY	SEEP	SEEP	RSL
29	1372808IN	CITY	CB	CB	RSLCFG
29	90127308IN	CITY	SEEP	SEEP	RSOL
29	90406408IN	CITY	CB	CB	
29	1372308IN	CITY	CB	CB	RSL
29	90126400IN	CITY	DW	DW	RSOL
29	1372908IN	CITY	CB	CB	
29	90126308IN	CITY	SEEP	SEEP	RSL
29	90406508IN	CITY	CB	CB	
29	90127408IN	CITY	GBI	GBI	RECSL1
29	90126700IN	CITY	DW	DW	RSOL

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90461606IN	CITY		SNUFF	RECSL1
29	90386108IN	CITY		CB	RSOL
29	90461506IN	CITY		SNUFF	RECSL1
29	1372408IN	CITY		CB	RSL
29	90386508IN	CITY		CB	RSL
29	90386008IN	CITY		CB	RSOL
29	90126608IN	CITY		SEEP	RSL
29	90127100IN	CITY		DW	RSOL
29	90132608IN	CITY		SEEP	RSL
29	90386408IN	CITY		CB	RSL
29	90126808IN	CITY		SEEP	RSL
29	90127208IN	CITY		SEEP	RSL
29	90461406IN	CITY		SNUFF	RECSL1
29	90385908IN	CITY		CB	RSOL
29	90385808IN	CITY		CB	RSOL
29	90461306IN	CITY		SNUFF	RECSL1
29	1300110IN	CITY		CB	
29	90133008IN	CITY		SEEP	RSL
29	90133208IN	CITY		SEEP	CFO
29	90132500IN	CITY		DW	RSOL
29	90386208IN	CITY		CB	RSL
29	90133608IN	CITY		SEEP	CFO
29	90386308IN	CITY		CB	RSL
29	90132708IN	CITY		SEEP	RSL
29	90125108IN	CITY		SEEP	RSL
29	90132800IN	CITY		DW	RSOL
29	90125008IN	CITY		SEEP	RSL
29	9013330CIN	CITY		DW	RSOL
29	90132908IN	CITY		SEEP	RSL
29	90133108IN	CITY		SEEP	CFO
29	90124400IN	CITY		DW	RSOL
29	90124500IN	CITY		DW	RSOL
29	90133408IN	CITY		SEEP	RSL
29	90133508IN	CITY		SEEP	CFO
29	90124808IN	CITY		SEEP	RSL
29	90124908IN	CITY		SEEP	RSL
29	90459908IN	CITY		SEEP	CFG
29	90293708IN	CITY		SEEP	CFO
29	90459806IN	CITY		DW	RSOL
29	90386806IN	CITY		SNUFF	RECSL1
29	90386706IN	CITY		SNUFF	RECSL1
29	90385708IN	CITY		SEEP	RSOL
29	90385608IN	CITY		SEEP	RSOL
29	90409608IN	CITY		CB	CFO
29	90385508IN	CITY		CB	CFO
29	90385408IN	CITY		CB	RSOL
29	90385108IN	CITY		CB	
29	90384808IN	CITY		CB	RSL
29	90132108IN	CITY		SEEP	RSL
29	90384408IN	CITY		CB	RSL
29	90384308IN	CITY		SEEP	RSL
29	90132000IN	CITY		DW	RSOL
29	90384208IN	CITY		SEEP	RSL
29	90384008IN	CITY		CB	RSL
29	90132208IN	CITY		SEEP	RSL
29	90385000IN	CITY		SEEP	RSL
29	90132300IN	CITY		DW	RSOL
29	90383908IN	CITY		CB	RSL
29	90384908IN	CITY		CB	RSL
29	90132408IN	CITY		CB	RSL
29	90384508IN	CITY		CB	RSLCFG
29	1391408IN	CITY		CB	
29	90384108IN	CITY		CB	RSL
29	90409508IN	CITY		CB	CFO
29	90385308IN	CITY		CB	CFO

1/21/2010 Storm Inlets - High Industrial CSO34

<u>COMPTYPE</u>	<u>UNITID</u>	<u>OWN</u>	<u>SERVSTAT</u>	<u>UNITTYPE</u>	<u>GRATETYPE</u>
29	90385208IN	CITY		CB	RSOL
29	90384608IN	CITY		CB	RSL
29	90384708IN	CITY		CB	RSLCFG
29	90517008IN	CITY	ACTV	CB	
29	90517408IN	CITY	ACTV	CB	
29	90517908IN	CITY	ACTV	CB	
29	90517800IN	CITY	ACTV	DW	
29	90518408IN	CITY	ACTV	CB	
29	90518508IN	CITY	ACTV	CB	
29	90518708IN	CITY	ACTV	CB	
29	90518608IN	CITY	ACTV	CB	
29	90520708IN	CITY	ACTV	CB	
29	90521100IN	CITY	ACTV	DW	
29	90520908IN	CITY	ACTV	CB	
29	90521008IN	CITY	ACTV	CB	
29	90520800IN	CITY	ACTV	DW	
29	1373008IN	CITY		CB	
29	13110208IN	CITY	ACTV	GBI	
29	13110408IN	CITY	ACTV	GBI	
29	13110508IN	CITY	ACTV	GBI	
29	13111008IN	CITY	ACTV	GBI	
29	13106608IN	CITY	ACTV	CB	

346 Total

Table 3. City of Spokane - Environmental Contractors

NRC Environmental Services
4031 East Trent
Spokane, WA 99202
(509) 536-5960
Emergency Response 1-800-33SPILL
www.rfricke@nrces.com

Able Clean-Up Technologies, Inc.
4117 East Nebraska
Spokane, WA 99217
(509) 466-5255
www.ablecleanup.com